

**CITY OF AUSTIN
SPECIFICATION
FOR
CATIONIC POLYMER (40% ACTIVE) COAGULANT AND FILTER AID FOR WATER
SOLICITATION NO.: WJT1009**

1. **PURPOSE:**

The City of Austin (City) seeks bids in response to this solicitation to establish a contract with a qualified Vendor (Contractor) who shall provide cationic polymer (Poly Diallyldimethylammonium chloride or polyDADMAC) to serve as a coagulant and filter aid for drinking water treatment.

The contract will be used by the Austin Water (AW) Water Treatment Plants. The City reserves the right to add or remove City Departments, locations, services, or adjust frequency as deemed necessary throughout the contract term.

Any items or services that have been omitted from this scope of work that are clearly necessary or in conformance of services/goods shall be considered a requirement although not directly specified or called for in the scope of work.

2. **TERM OF CONTRACT:**

The term of the contract shall commence upon execution and remain in effect for a term of five (5) years.

3. **DELIVERY REQUIREMENTS:**

Location:

Ullrich Water Treatment Plant

1000 Forest View Dr.

Austin, Texas 78746

Freddie Harris (512)972-1807

Freddie.Harris@austintexas.gov

Ullrich WTP delivery and departure routes are restricted to Red Bud Trail.

Days:

Monday through Friday 7:30am – 2:00pm

Location:

Davis Water Treatment Plant

3500 W. 35 St.

Austin, Texas 78703

Willie Walker (512)972-1730

Willie.Walker@austintexas.gov

Days:

Monday through Friday 7:30am – 2:00pm

Location:

Handcox Water Treatment Plant

6800 N. FM 620

Austin, Texas 78732

Mark Penton (512)972-2201

Mark.Penton@austintexas.gov

Days:

Monday through Friday 7:30am – 2:00pm

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- 3.1. After contract award and prior to the first delivery under this contract, the Contractor's delivery personnel shall visit the water treatment plants to ensure the requirements for delivery are verified and known.
- 3.2. If the Contractor changes the trucking company to one that is different than the one listed on the bid sheet, the Contractor shall notify the Plant Supervisor, in writing at least one week prior to any deliveries made by the new company.
- 3.3. The Contractor shall be fully responsible for cleanup of any spillage or leakage and repairing any property damage occurring during transportation and/or on the Plant site due to defective pumping and/or unloading equipment and/or negligence of the driver. Cleanups/repairs shall be completed and approved by the City before the driver leaves the facility. If an immediate cleanup/repair is not possible, the Contractor shall then complete the cleanup/repairs within five (5) business days and verified through the City that cleanup/repair is completed. All cleanup and disposal activities will be conducted in a manner consistent with the best available technology and conform to all local, state, and federal regulations. The Contractor shall assume the responsibility and costs associated with the cleanup and disposal activities as the generator of such contaminated material, along with all inherent obligations to ensure proper disposal of contaminated material and any responsibilities arising from future efforts associated with disposal of such contaminated materials. Delivery is to be made within ten (10) calendar days after the order is placed (either verbally or in writing). All orders must be shipped complete unless arrangements for partial shipments are made in advance.
- 3.4. Delivery driver shall present to staff a Class C CDL with an H or an X endorsement at the time of delivery.
- 3.5. Cationic (40% Active) Polymer shall be shipped in totes or bulk quantities. The delivery truck must be equipped and have adequate means to transfer the product whether in totes or bulk to the City's chemical storage facilities. The Contractor shall be responsible for providing all proper hoses, fittings and connections required to transfer all chemical in a safe and effective manner.
- 3.6. Polymer shall be shipped in bulk quantities. Bulk orders shall be a minimum of 4,500 gallons. The chemical delivery truck shall be able to accommodate the following at each water plants
 - **Ullrich Water Treatment Plant** – The offloading truck must be able to connect to a 3-inch quick disconnect and pump into either of two 8,100-gallon storage tanks.
 - **Davis Water Treatment Plant** – The offloading truck must be able to pump into either of two 6,000-gallon storage tanks.
 - **Handcox Water Treatment Plant** – The offloading truck must be able to pump onto either of two 8,000-gallon storage tanks.
- 3.7. Delivery shall be made within sixteen (16) calendar days after the order is placed. The Contractor shall accept orders by phone/fax/email, on an "as needed" basis. The Plant Supervisor/Designee will contact the Contractor to place an order and provide a delivery date and quantity. The Contractor shall confirm by phone or email the quantity to be shipped on orders within two (2) hours of notification from the Plant Supervisor or designee. The Contractor shall confirm delivery date within one business day of receiving the order request. No partial shipment or backorders shall be allowed.
- 3.8. Emergency Deliveries shall be made within twenty-four (24) hours after the order is placed or as mutually agreed between the City and the Contractor. The City may require partial deliveries from a single truckload. The City will pay the additional freight charge as indicated on the bid sheet; however, this freight charge will not be considered in the award evaluation.
- 3.9. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
- 3.10. Delivery drivers must be able to speak fluent English.
- 3.11. The delivery driver shall check in at the guard shack upon arrival. The driver must show his driver's license. Additional measures such as temperature screening may be required as necessary for

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mitigating during a pandemic. The driver shall not offload the product unless the Plant Supervisor or designee accompanies the driver to the area where the polymer will be unloaded.

- 3.12. The City will check documentation, receive samples, and test the samples to ensure compliance with the City's specifications prior to accepting the delivery. If the materials do not meet the specification, the delivery may be rejected by the Plant Supervisor or designee.
- 3.13. The Contractor shall obtain sign-off on the Chemical Delivery Notice (Attachment A) on every delivery. A Chemical Delivery Notice shall be submitted to the Plant Supervisor or designee, on the day of delivery, a minimum of 4 hours prior to the delivery. The delivery truck shall not be allowed on-site until the Chemical Delivery Notice is received. "Estimated Arrival Time" on the Chemical Delivery Notice shall be completed with an estimate not exceeding a two-hour window.
- 3.14. The Contractor shall email/FAX a completed "Chemical Delivery Notice (Attachment A)", to the Plant Supervisor or designee within four (4) hours prior to dispatching driver for delivery.
- 3.15. The Delivery Driver shall provide a photo United States Identification to the Plant Supervisor or designee, no exceptions.
- 3.16. For bulk deliveries, the Contractor shall furnish weight certificates from the State of Texas certified scales in the Austin area. An individual certified scale receipt indicating the date, the tare, and gross weight shall accompany each delivered load. The City reserves the right to have the weight verified by a weigh station within Austin, Travis County, Texas. The City will pay the cost of the weigh station charges if verification is required.
- 3.17. A Safety Data Sheet (SDS) shall accompany each independent truck delivery of polymer.
- 3.18. The Contractor shall provide to the Plant Supervisor or designee the manufacturer's certificate of analysis with each independent truck delivery of the product per the Purchase Specification, as well as documentation identifying the name of the manufacturer and the lot number of the polymer. The City's test results will be the leading record of analysis if different properties are identified during testing than what is listed on the invoice or certificate of analysis.
- 3.19. Delivery shall be made Monday thru Friday (except on City observed holidays) between the hours of 7:30 a.m. and 2:00 p.m. local time. Deliveries will not be accepted at other times unless scheduled and approved by the Plant Supervisor or designee. If the Contractor makes a delivery on any day other than the scheduled delivery date, the City will not be charged demurrage for any delays encountered in unloading the truck. The Plant Supervisor or designee will be present during all deliveries. The delivery driver shall remain with the truck during the unloading process.
- 3.20. If a truck arrives to deliver on a Saturday, Sunday, holiday, or after 2:00 p.m. local time on a regular City workday without the prior approval of the Plant Supervisor or designee, the City may, at its sole discretion, reject the load, wait to receive the product until normal City working hours at no additional expense to the City or charge the Contractor any overtime and call back expenses experienced to offload the delivery. If the City chooses to wait to receive the product until normal City working hours, the Contractor will not be allowed to leave the truck or trailer on City property.
- 3.21. **The Contractor shall be completed by 3:00 p.m.** local time any transferring to the storage tank or unloading of the totes without demurrage of additional truck standing time charges. Should a delivery be completed after 3:00 pm Central Time, the Contractor shall be responsible for all associated costs, including any overtime required for City employees working outside of their normal business hours to accept the delivery.
- 3.22. The Contractor shall allow a minimum three (3) hour time requirement for transferring the product from delivery truck into the City's tank without demurrage of additional truck standing time charges.
- 3.23. Contractors shall note that the treatment plants are not serviced by rail. Delivery shall be made in bulk trucks. Trucks shall be fully equipped with the correct unloading equipment, hoses, and fittings to transfer the product.
- 3.24. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays.

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- 3.25. The Contractor and any subcontractors shall wear the necessary Personal Protective Equipment (PPE) while on City property. PPE required will vary depending on the chemical being delivered, City procedure, and construction activity on site; PPE may include long pants, long-sleeved shirt, work boots with safety toe, safety glasses, reflective vest, hard hat, and any PPE required as is appropriate for the chemical being delivered. PPE shall be provided at no additional expense to the City.
- 3.26. The Contractor may be required to deliver on holidays and weekends, as needed. Orders shall be made in full truckloads only. Deliveries will not be accepted at other times unless scheduled and approved by the Plant Supervisor or designee.
- 3.27. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification from the City in writing and/or in a method and manner as mutually agreed to by the Contractor and the Contract Manger or designee.
- 3.28. The Contractor shall provide polymer in bulk deliveries with a minimum of 4,500-gallon truck loads. The Contractor shall be equipped to provide polymer in 275-gallon totes if requested by the City. The City reserves the right to inspect and reject any Polymer shipment.
- 3.29. In the event the City requests a delivery of totes, the Contractor shall pick up empty totes within 10 business days after the Plant Supervisor or designee contacts the Contractor. The empty totes may be left at the plant until there is enough for a full truck load. The totes will be emptied and capped but not rinsed.
- 3.30. At this time, the feed system for the Ullrich Water Treatment Plant is constructed while construction of the feed systems at the Davis and Handcox Water Treatment Plants will not begin until late 2021. Upon request, Austin Water can provide photographs of the delivery area (Ullrich Water Treatment Plant) and planned chemical storage area (Davis Water Treatment Plant and Handcox Water Treatment Plant) to help Bidders understand conditions. The awarded Bidder shall verify actual delivery connections and conditions prior to providing the first load of chemical.

4. INVOICE AND PAYMENT ADDRESS:

- 4.1 Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the Contractor. In addition, the date delivery was made, and location of delivery shall be included in the Invoice.
- 4.2 Invoices shall include a completed and signed Chemical Delivery Notice and certified scale receipt for each delivery. The City will pay based on pounds of the chemical in the shipment, approved by the Plant Supervisor or designee. The invoices submitted to the City shall be for the number of pounds in the load delivered.
- 4.3 The cationic polymer shall contain 40.0% active polyDADMAC. Payment shall be made based on an assumed 40% active polyDADMAC content. If the amount falls below 39.0% or above 42% as indicated on the certificate of analysis or results from testing completed by Austin Water – Water Quality Laboratory or a third-party laboratory, the City shall reserve the right to require the Contractor to remove the chemical and replace with chemical meeting these specifications at no additional charge to the City. The City shall reject any loads with debris and/or suspended particles and if the results provided on the Certificate of Analysis do not comply with the requirements in these specifications. If polymer is provided with debris and/or suspended particles then the City shall require the Contractor to remove the chemical, clean the City's storage tank(s) and replace with clean chemical at no additional charge to the City.
- 4.4 The City will check loads, and if there is a discrepancy between the City's results and the certificate of analysis, the City's result will be the one used for payment that governs. If the Contractor disagrees, a third-party lab will be retained to run the sample. If the result is closer to the City's result, the Contractor will pay for the analysis. If the result is closer to the Contractor's result, the City will pay.

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- 4.5 Invoices shall be emailed within five (5) calendar days after each delivery to the address where the delivery was made.
- 4.6 Discount: The Contractor may elect to offer a discount for early payment as listed on the Price Sheet at the Contractor's discretion. Discounts will not be considered in the award evaluation. The Contractor invoice shall have the discount amount included and full amount if early payment is not received. If the City fails to make a payment according to the early payment discount but does make the payment within 30 days, the City shall not receive the discount but shall pay no other penalty. When the payment date falls on a Saturday, Sunday or City holiday, payment may be made on the following business day.
- 4.7 Invoices shall include, but are not limited to the following:
- Contractor's name, on a professionally pre-printed, sequentially numbered form
 - Contractor's address and phone number
 - City's contract number/purchase order number
 - Date of each delivery
 - Location of each delivery
 - Itemized description of service and pricing for each delivery
 - Signed Chemical Delivery Notice
 - Certificated Scale Receipt

The City's preference is to have itemized invoices emailed to the below address:

	City of Austin
Department:	Ullrich Water Treatment Plant Austin Water
Email:	AWAdminUllrich@austintexas.gov

	City of Austin
Department:	Davis Water Treatment Plant Austin Water
Email:	AWAdminDavis@austintexas.gov

	City of Austin
Department:	Handcox Water Treatment Plant Austin Water
Email:	AWAdminWTP4@austintexas.gov

For questions regarding your invoice/payment please contact the City Contract Manager.

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5. DESIGNATION OF KEY PERSONNEL:

The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. If it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual(s) having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor shall promptly notify the City and obtain written approval for the replacement. Such approval shall not be unreasonably withheld.

	Name	Phone Number	Email Address
Contract Manager	Georgia Billela	(512) 972-0310	Georgia.Billela@austintexas.gov
Contractual Monitor	Kim Thoene	(512) 972-0360	Kim.Thoene@austintexas.gov
Operational Monitor	Christine Graf	(512) 972-0171	Christine.Graf@austintexas.gov
Procurement Specialist	Billy Toler	(512) 972-2054	William.Toler@austintexas.gov

SINGLE POINT OF CONTACT (SPOC):

- 5.1 The Contractor shall provide a SPOC, who is available throughout the contract period and is skilled, knowledgeable, and has at least 3 years of experience with this type of polymer and its delivery. The SPOC shall have the authority to dispatch Contractor personnel; and shall have full decision-making authority for all emergency deliveries and services provided under this Contract.
- 5.2 The SPOC shall be available and on-call twenty-four (24) hours daily including weekends and holidays. When contacted, the SPOC shall respond within the same day by email or phone to address concerns and/or issues. If the concern and/or issue is not urgent, the SPOC shall be able to provide an in-person visit to any of the City of Austin water treatment plants within one week of the request (if the problem is not urgent).
- 5.3 The Contractor shall provide the office number, email address, and cell phone number for the SPOC on the Price Sheet. During times the SPOC is unavailable (due to vacation, travel, etc., for example), the Contractor may provide a designee for the SPOC. The designee shall meet the same requirements as specified for the SPOC within this SOW and shall have the same authority as the SPOC.

6. APPLICABLE SPECIFICATIONS:

- 6.1 The Contractor shall ensure the goods and/or services complies with Federal, State and Local Laws, regulations, policies, ordinances, and AW guidelines.
- 6.2 The cationic polymer shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance and compliance with ANSI/NSF Standard 60, Drinking Water Treatment Chemicals – Health Effects.
- 6.3 The Contractor shall comply with American National Standards Institute/American Water Works Association Standards: <https://www.awwa.org/Publications/Standards>
- 6.4 The cationic polymer shall comply with American Water Works Association (AWWA) standards as contained in the most recent AWWA B451 publication except for any modifications contained in these specifications.

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- 6.5 The Contractor shall comply with:
- 6.5.1 Environmental Protection Agency (EPA). <https://www.epa.gov/>
 - 6.5.2 Texas Commission on Environmental Quality (TCEQ): <https://www.tceq.texas.gov/>
 - 6.5.3 Occupational Safety and Health Administration (OSHA) safety requirements: <https://www.osha.gov/>
 - 6.5.4 Federal Motor Carrier Safety Regulations, specifically 49CFR part 383 <https://www.fmcsa.dot.gov>
 - 6.5.5 City of Austin Ordinances and regulations: https://library.municode.com/tx/austin/codes/code_of_ordinances

7. SAMPLES:

- 7.1 The Contractor shall submit exact replicas of the goods to be provided within five (5) days upon notification from the City. The Contractor shall provide two (2) samples each consisting of 500 milliliters (mL) of polymer. Each sample shall be provided in plastic (HDPE) bottles for the City to use for testing that is outlined in this Section. **Failure to submit a sample product for evaluation will disqualify the Contractor from further consideration.**

The samples shall be labeled with the complete Contractor's business information, state, product name/number, lot number and name of Bidder and provided in airtight, leakproof containers. The samples shall be accompanied by the following:

- 7.1.1 **Certificate of Analysis (COA)** The certificate of analysis shall meet the requirements of the Purchase Specification and shall include but is not limited to appearance, relative molecular weight (i.e. very high, high, medium, low. See AWWA standard for definition) viscosity, specific gravity, pH, percent Active polyDADMAC, residual monomer (percent by weight on an active polymer basis), % total solid, total impurities % NaCl, freezing point and freeze-thaw stability. All tests for CoA analysis shall be conducted by a certified laboratory.
 - 7.1.2 Current Safety Data Sheet (SDS).
- 7.2 The sample will be tested for compliance with the City specifications. Tests will be performed by the City's laboratory in accordance with Standard Methods and/or AWWA B451. At a minimum the City's laboratory will test appearance, % total solids and specific gravity. The City's laboratory reserves the right to test the other required parameters listed on the CoA for compliance. If the sample does not meet the necessary requirements based on these specifications and is not suitable for use by the City, the bid will not be considered and deemed non-responsive.
- 7.3 The sample polymer will be field tested and evaluated by City personnel only. (Note: No exceptions to this condition will be granted). All sample polymers submitted will be tested equally under the same test conditions with no deviation from stated test conditions during the test period. Tests shall be performed by the City's laboratory in accordance with Standard Methods and/or AWWA B451. If the sample does not meet the necessary requirements based on these specifications and is not suitable for use by the City, the bid will not be considered and deemed non-responsive.
- 7.4 The City reserves the right to conduct sampling analysis during the bid process and throughout the contract period.
- 7.5 The samples will be provided at no cost to the City, may be retained by the City, and may be used for assuring compliance with materials specifications after award. Failure to supply samples when requested shall subject the Offer to disqualification from consideration for award.

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- 7.6 The samples shall be taken at the time of delivery. Samples shall be pulled by the truck driver in the presence of AW staff. The Contractor shall be responsible for capture and disposal of any product wasted to flush the truck discharge manifold, not to exceed five (5) gallons.
- 7.6.1 The truck manifold will be flushed with up to five (5) gallons of product.
- 7.6.2 Plant staff will verify compliance between the Certificate of Analysis (COA) provided with each load and the product requirements listed in these specifications. If any parameter shown on the COA is not in compliance with the specifications, the load will be rejected. If parameters shown on the CoA are in compliance with these specifications, one 0.5-L grab sample shall be collected by the Contractor and visually inspected by plant staff to confirm if the load will be accepted. If results of the visual inspection do not indicate compliance with the appearance requirements of the polymer per these specifications, the Contractor may collect a new sample for the City to re-inspect. The Contractor shall be responsible for capture and disposal of any additional wasted product used to collect the new sample. If the re-inspection indicates non-compliance, the load will be rejected. Any freight charges associated with rejected loads that do not meet specification requirements shall be borne by the Contractor.
- 7.6.3 If the grab sample results meet the City's appearance specification requirements and the parameters shown on the COA are in compliance, two additional grab samples or a composite sample may be collected. The composite sample will be collected during the offload in accordance with AWWA procedures. To create the composite sample, equal portions shall be taken at five (5) equally spaced intervals during unloading. The composite sample will be collected using a sample valve at the City's offloading station and will not necessitate disconnecting and re-connecting the Contractor's hose.
- 7.6.4 The five (5) samples collected during the offload will be mixed with distributed into three (3) 0.5-L containers to form three (3) composite samples. The City's Water Quality Laboratory will analyze one of either the grab or composite samples within 5 business days of product delivery per AWWA/ASTM standards. At a minimum, the City's laboratory will test appearance, % total solids and specific gravity for each load delivered. The City's laboratory reserves the right to test the other required parameters listed on the COA for compliance. If the test results indicate the load does not meet the specification requirements, the City has the option of accepting or rejecting the load of polymer.
- 7.6.5 Contractor has the option to request one 0.5-L sample for their own analysis. The Contractor will be responsible for any costs associated with this effort, including shipping.
- 7.6.6 The remainder of the samples will be stored by the City for at least 30 calendar days. Should any dispute arise regarding the accuracy of the City's analysis, one 0.5-L sample will be turned over to an independent laboratory, agreed upon by both parties, for analysis per AWWA methods, and payment will be made based on the results of this analysis. The cost of the analysis by the independent laboratory will be the responsibility of either the Contractor or the City, depending on whose analysis differs most from the private laboratory's analysis.
- 7.7 All products provided to the City under this solicitation must meet all requirements of the specification, regardless of whether or not all requirements are to be evaluated or tested by the City.
- 7.8 If the product does not meet the City's specifications based on the City's Water Quality Laboratory analysis, the Contractor shall identify the reason for the product not meeting city specifications and provide a written justification to the City explaining why the load did not meet the City's specification. If there are more than two occurrences within a consecutive 12-month period of the product quality not meeting the City's specification due to contamination from the delivery truck loading process or from the delivery truck itself, the City reserves the right to put the Contractor on probation for a period not to exceed 90 days after the second occurrence and after each subsequent occurrence. While on probation, the certificate of analysis shall still be required with delivery of each load. The Contractor will

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be removed from probation after 90 days of continuous performance without any occurrence of contamination from the delivery truck loading process or from the delivery truck itself, at which time the Contractor may revert back to providing sampling from the product batch if the Contractor chooses to do so.

- 7.9 The City reserves the right to reject the product that does not meet specifications at any time during the contract period. The Contractor shall remove the product from the storage tanks (including any previously accepted product still in the storage tanks that becomes contaminated by the unacceptable product), clean the tanks, and replace the removed product with product meeting specifications at no additional expense to the City within seven (7) calendar days of both parties agreeing the load did not meet the specification. The Contractor will provide temporary storage if necessary, to avoid disruption in chemical feed while the tank is being emptied, cleaned, and refilled at no additional expense to the City.

8. CONTRACTOR REQUIREMENTS:

The Contractor shall:

- 8.1 Include **with the bid submittal an affidavit** indicating that the cationic polymer to be provided throughout the contract complies with the applicable requirements of this specification. The affidavit shall be provided on company letterhead and include a statement of compliance with the following:
- Most recent edition of AWWA B451
 - ANSI/NSF Standard 60, Drinking Water Treatment Chemicals – Health Effects
- 8.2 Include **with the bid submittal proof of certification of compliance with ANSI/NSF 60** including results from certified laboratory testing provided to NSF to show compliance with the NSF 60 standard.
- 8.3 Provide literature on their polymer which can be used to determine the specific concentration of the solution for pH measurement.
- 8.4 Include **with the bid submittal and with each delivery** a Safety Data Sheet (SDS).
- 8.5 Submit only one polymer for consideration if requested.
- 8.6 Include **with bid submittal and with each delivery Certificate of Analysis of the polymer**. This analysis shall include but not be limited to the following:
- Polymer and charge type
 - Appearance
 - Specific Gravity
 - pH
 - Viscosity
 - %Active polymer (polyDADMAC) concentration
 - % Total solids
 - Total impurities (% NaCl)
 - Residual monomer (percent by weight on an active polymer basis)
 - Freezing point
 - Freeze-thaw stability

The Certificate of Analysis shall also indicate that the polymer is certified to the ANSI/NSF 60 standard.

- 8.7 The successful Contractor shall contact the City's designated contract contact to schedule a kick-off meeting with ten (10) business days to discuss this contract, delivery schedule and requirements.
- 8.8 The Contractor shall provide the exact product submitted on the Bid Sheet listed under the Bidder Response row titled "MFG. Name" and shall indicate the shipping address/location from where the material is being shipped. In the event this information changes during the contract period and prior to the shipping the first shipment from the new location, the Contractor shall submit written notification to

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the Plant Supervisor or designee. This shall assure that the polymer is not repackaged and is shipped from a National Sanitation Foundation (NSF) approved manufacturer by an NSF approved trucking company.

- 8.9 The Contractor shall notify the Plant Supervisor or designee in writing throughout the life of the contract of any changes in manufacture, product name and/or, if a manufacturer discontinues a contract item. The Contractor shall request in writing approval from the Plant Supervisor or designee on any contract product substitution prior to shipment.
- 8.10 The Contractor shall wear the necessary Personal Protective Equipment (PPE) and proper spill response requirements while on City property. PPE required will vary depending on the chemical being delivered, City procedure, and construction activity on site; PPE may include long pants, long-sleeved shirt, work boots with safety toe, safety glasses, reflective vest, hard hat, and any PPE required as is appropriate for the chemical being delivered. PPE shall be provided by the Contractor at no additional expense to the City. This is for all Contractor personnel and subcontractors.
- 8.11 In the event that the quality of the Polymer appears to change, the Contractor shall provide technical assistance within 48-hours of request by the Plant Supervisor or designee. The Contractor shall have ten (10) business days to determine and correct any problem due to Polymer quality, at no additional cost to the City.
- 8.12 The Contractor shall indicate the manufacturer's name of the material and shall indicate the shipping address/location from where the material will be shipped. In the event this information changes throughout the Contract period and prior to the shipping the first shipment from the new location, the Contractor shall submit written notification to the Plant Supervisor or designee.

9. MATERIAL REQUIREMENTS:

- 9.1 Polymer shall have at least 40% active product. Solutions less than 40% active product will not be accepted.
- 9.2 The polymer shall have the following general properties:
- Form: Viscous liquid
 - Type: Cationic
 - Active Ingredient: 40% Nominal (PolyDADMAC)
 - Specific Gravity: 1.08 to 1.09
 - pH: 5 to 8
 - Viscosity: 1,000 to 3,000 cP
 - Appearance:
 - Clean and free from visual suspended matter and sediment
 - not turbid/cloudy
 - clear viscous, colorless to yellow liquid
- 9.3 The polymer shall be one of the following:
- Magnafloc® LT – 7995 as manufactured by BASF Corporation, USA
 - CLARIFLOC™ C-318 as manufactured by SNF Polydyne Inc. USA
 - Approved equal as determined by Austin Water prior to bid closing
- 9.4 The polymer shall be bid and produced by major manufacturers (Contractor) of Polymer products. Polymers that are repackaged, relabeled, or blended will not be accepted. The Contractor shall include in their **bid submittal, written certification from the manufacturer that they are an authorized manufacturer's representative**, verify that delivery will be made by the manufacturer, and verify that no repackaging, relabeling, or blending will be made.
- 9.5 The polymer feed systems at the Davis, Handcox, and Ullrich WTPs feed neat polymer with peristaltic metering pumps. Carrier water is used to convey the polymer from the storage and feed area to the feed points.

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- 9.6 The viscosity and other physical/chemical characteristics of the polymer shall be compatible with the existing polymer feed equipment, metering devices, pumps and any other equipment at the plants. The viscosity shall not exceed 3,000 cP.
- 9.7 Changes to existing City equipment/set-up will not be allowed. If damage occurs as the result of using a Polymer that is not compatible with existing equipment, the Contractor shall be responsible for any and all repairs and/or equipment replacement costs.
- 9.8 The Polymer shall have a shelf life of not less than 12 months and shall maintain at least 90% strength. The physical and chemical characteristics of the Polymer shall not change during the contract period.
- 9.9 The liquid cationic polymer delivered under this specification shall contain no substances in quantities capable of producing deleterious or injurious effects upon the health of those consuming the water to which the liquid cationic polymer has been added or causing water so treated to fail to meet the TCEQ Drinking Water Quality Requirements for Public Water Systems.

10. SAFETY DATA SHEET (SDS) REQUIREMENTS:

The Contractor shall:

- 10.1 **A SDS shall be included with the bid submittal.** An electronic copy of the SDS with contract information shall be transmitted by the Contractor to the following City email address upon award: Israel.Custodio@austintexas.gov
- 10.2 Contracts for Supply of Hazardous Materials: With respect to all contracts under which the Contractor will deliver a "hazardous material" for which a "Safety Data Sheet" ("SDS") is required under Texas Health & Safety Code, Sec. 502.006, as amended, will provide, on or before the date of each delivery of the hazardous material, an electronic version of the most current "Safety Data Sheet" meeting the requirements set forth in Sec. 502.006, Texas Health & Safety Code. Each SDS provided shall bear the date when it was last revised.
- 10.3 The Contractor shall provide the City with a copy of the Safety Data Sheet on or before the date of each delivery of the chemical. Failure to provide the Safety Data Sheet on or before the date of each delivery may constitute grounds for termination of the contract.

11. CITY REQUIREMENTS:

- 11.1 The Plant Supervisor or designee will place the orders by phone/fax/email on an 'as-needed' basis. No partial shipment or backorder will be allowed.
- 11.2 The City reserves the right to test the Contractor's product at any time during the contract period.
- 11.3 The Plant Supervisor or designee will provide updated Point of Contact for this contract if any changes of personnel occur during the term of this contract.